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KEESAL, YOUNG & LOGAN  
A Professional Corporation  
Four Embarcadero Center  
Suite 1500  
San Francisco, California 94111  
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Attorneys for Defendants  
REGAL STONE, LTD. and M/V COSCO BUSAN

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT CALIFORNIA**

CHELSEA, LLC, MARK RUSSO, ALLEN  
LORETZ, and IVAN SIMPSON,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

REGAL STONE, LTD., HANJIN  
SHIPPING, CO., LTD., CONTI CAIRO  
KG, NSB NEIDERELBE, SYNERGY  
MARITIME, LTD., *IN PERSONAM*, M/V  
COSCO BUSAN, their engines, tackle,  
equipment, appurtenances, freights, and  
cargo *IN REM*,

Defendant.

Case No. C 07 05800 (SC)

**DECLARATION OF ANNE M.  
MORIARTY IN SUPPORT OF  
DEFENDANT REGAL STONE, LTD.'S  
RESPONSE TO PLAINTIFFS'  
MOTION FOR LEAVE TO AMEND  
VERIFIED FIRST AMENDED  
COMPLAINT**

KYL\_SF463429

DECLARATION OF ANNE M. MORIARTY IN SUPPORT OF DEFENDANT REGAL STONE,  
LTD.'S NON-OPPOSITION AND RESPONSE TO PLAINTIFFS' MOTION FOR LEAVE TO  
AMEND VERIFIED FIRST AMENDED COMPLAINT - Case No. C 07 05800 (SC)

1 I, ANNE M. MORIARTY, declare as follows:

2 1. I am an attorney at law licensed to practice before this Court and am  
3 an associate with the law firm of Keesal, Young & Logan, attorneys for Defendants  
4 REGAL STONE, LTD. and M/V COSCO BUSAN in this matter. I have personal  
5 knowledge of the facts set forth below and, if called upon to testify as a witness, could  
6 testify competently thereto.

7 2. Beginning in March 2008, NSB Neiderelbe ("NSB") and Conti Cairo  
8 ("Conti") provided Plaintiffs with documents proving that Conti and NSB did not own or  
9 manage the COSCO BUSAN at the time of the oil spill.

10 3. Attached hereto as Exhibit 1 is a true and correct copy of a letter  
11 from Julie Taylor to William Audet and Michael McShane with enclosures, dated March  
12 5, 2008.

13 4. Attached hereto as Exhibit 2 is a true and correct copy of a letter  
14 from Annie Moriarty to William Audet and Michael McShane with enclosures, dated  
15 April 7, 2008.

16 5. Attached hereto as Exhibit 3 is a true and correct copy of a letter  
17 from Annie Moriarty to William Audet with enclosures, dated April 11, 2008.

18 6. At the Case Management Conference on April 25, 2008, Plaintiffs'  
19 counsel, William Audet, stated words to the effect that if the parties could work out a  
20 "tolling agreement" Plaintiffs would voluntarily dismiss NSB and Conti.

21 7. On May 27, 2008, Plaintiffs provided a draft stipulation allowing  
22 Plaintiffs to file an amended complaint. A true and correct copy of the draft stipulation  
23 is attached hereto as Exhibit 4.

24 8. On May 28, 2008, Defendants requested that Plaintiffs provide a  
25 copy of the proposed amended complaint before agreeing to such a stipulation. A true  
26 and correct copy of a string of e-mails between William Audet and Annie Moriarty are  
27 attached hereto as Exhibit 5.

9. On June 6, 2008, Plaintiffs provided a copy of their proposed amended complaint to Defendants. Defendants informed Plaintiffs that Defendants would not stipulate to the filing of the proposed amended complaint as drafted and pressed Plaintiffs to honor their promise to dismiss NSB and Conti. After meeting and conferring on Thursday, June 12, 2008, the parties were unable to agree on a stipulation.

I declare under penalty of perjury under the laws of the State of California  
that the foregoing is true and correct.

Executed this 3rd day of July 2008, at San Francisco, California.

Anne Moriarty  
ANNE M. MORIARTY

**EXHIBIT “1”**

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LAW OFFICES  
**KEESAL, YOUNG & LOGAN**  
A PROFESSIONAL CORPORATION

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(415) 981-0136

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March 5, 2008

SAMUEL A. KEESAL, JR.  
STEPHEN YOUNG  
MICHAEL M. GLESS  
PETER R. BOUTIN  
SCOTT T. PRATT  
TERRY ROSS  
JOHN D. GIFFIN  
WILLIAM H. COLLIER, JR.  
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NEAL SCOTT ROBB  
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CAMERON STOUT  
ROBERT J. STEMLER  
LISA M. BERTAIN  
ROBERT J. BOCKO\*\*  
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AUDETTE PAUL MORALES  
SCOTT E. HINSCH  
MELANIE L. RONEN  
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ASHLEY YOUNG ADAMS  
GARRETT R. WYNNE

JASON R. LINDSAY  
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DAVID A. TONG  
MOMO E. TAKAHASHI  
TONI Y. LONG  
CHARLES M. BILLY  
ANGELO J. PAPADAKIS  
STEFAN PEROVICH  
ATLAN LRU  
NICOLAS J. VIKSTROM\*  
G. HANS SPERLING  
SAMANTHA R. SMITH\*  
JAMES F. KUHN, JR.  
ANNIE M. MORLARTY  
NICOLE S. BUSSI

OF COUNSEL  
ROBERT H. LOGAN  
RICHARD A. APPELBAUM\*  
REAR ADMIRAL, U.S.C. (RET.)  
ELIZABETH A. KENDRICK  
RICHARD L. LANDES

SANDOR K. MAYUGA  
DAVID W. TAYLOR D  
NANCY HARRISS †  
FRANCES L. KEELER

\* ADMITTED IN ALASKA  
† ADMITTED IN WASHINGTON  
‡ ADMITTED IN WASHINGTON & CALIFORNIA  
§ ADMITTED IN ALASKA & CALIFORNIA  
‡ ADMITTED IN DISTRICT OF COLUMBIA & FLORIDA  
\* REGISTERED FOREIGN LAWYER WITH THE LAW SOCIETY  
OF HONG KONG & ADMITTED IN NEW YORK  
D SOLICITOR ADMITTED IN ENGLAND, WALES AND  
NORTHERN IRELAND  
ALL OTHERS ADMITTED IN CALIFORNIA

Via Facsimile - 415-568-2556  
and U.S. Mail

William M. Audet, Esq.  
Michael McShane, Esq.  
Audet & Partners, LLP  
221 Main Street, Suite 1460  
San Francisco, CA 94105

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
Our File No.: 2418-230

Dear Messrs. Audet and McShane:

As you know, we represent Regal Stone Limited in the above referenced matter. We are writing to formally request that you dismiss Conti Cairo KG ("Conti Cairo") and NSB Neiderelbe ("NSB") from this matter. As you and my partner John Giffin have previously discussed, Conti Cairo and NSB did not own the COSCO BUSAN at the time of the oil spill on November 7, 2007.

On February 13, 2008, Mr. Giffin asked you to dismiss Conti Cairo and NSB. You informed him that you would do so if we could provide documents showing that, as of November 7, 2007, neither company owned or managed the COSCO BUSAN.

Enclosed please find documents that show that neither Conti Cairo or NSB owned the COSCO BUSAN on November 7, 2007.

1. Bill of Sale for the COSCO BUSAN, dated October 15, 2007.  
This document shows the Transferor as Conti Cairo and the Transferee as Regal Stone Limited;

ANCHORAGE OFFICE  
SUITE 600  
1029 WEST THIRD AVENUE  
ANCHORAGE, AK 99501-1954  
(907) 279-9898  
FACSIMILE: (907) 279-4236

LONG BEACH OFFICE  
400 OCEANGATE  
P.O. BOX 1730  
LONG BEACH, CA 90801-3730  
(562) 436-2000  
FACSIMILE: (562) 436-7418

SEATTLE OFFICE  
SUITE 1515  
1301 FIFTH AVENUE  
SEATTLE, WA 98101  
(206) 822-3780  
FACSIMILE: (206) 340-9526

HONG KONG OFFICE  
1503 THE CENTRE MARK  
287 QUEEN'S ROAD CENTRAL  
HONG KONG  
(852) 2854-1718  
FACSIMILE: (852) 2841-6189

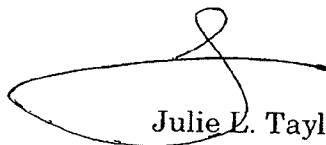
William M. Audet, Esq.  
Michael McShane, Esq.  
March 5, 2008  
Page 2

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
Our File No.: 2418-230

2. Certified Copy of the "Transcript of Register" from the Hong Kong Marine Department, dated October 30, 2007. This document shows the owner of the COSCO BUSAN as Regal Stone Limited; and
3. Ship Management Agreement between Conti Cairo and NSB, dated June 25, 2001. The original Ship Management Agreement ("Agreement") is in German. We arranged to translate the Agreement to English. We have attached the certificate of authorization. Section 8, No. 4 of the Agreement states: "This agreement shall end with the sale or total loss of the vessel."<sup>1</sup>

Please inform us of whether you intend to voluntarily dismiss Conti Cairo and NSB based on the enclosed. If you would like to discuss this matter further, please do not hesitate to call the undersigned.

Best regards,



Julie L. Taylor  
*julie.taylor@kyl.com*

JLT:llj(KYL\_SF460480)  
Enclosures

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<sup>1</sup> Sensitive portions of this agreement have been redacted. Parties to this agreement have not been redacted.

UN DOCUMENT 2 0020 1101  
MARINE DEPARTMENT  
HONG KONG, CHINA  
中國香港海事處

## BILL OF SALE

賣 據

Note 1 : A purchaser of a registered Hong Kong ship does not obtain a complete title until the Bill of Sale has been recorded at the Hong Kong Shipping Registry.

Note 2 : To facilitate entries into the Register and issue of Certificate of Registry, please provide information in English.

註 1 : 若本賣據未經香港船舶註冊處登記, 則香港註冊船舶的買家不能獲得該船舶的完整業權。

註 2 : 為方便以電腦處理資料和編印註冊證明書, 請用英文填寫。

Official number 註冊編號 19545	Name of ship 船舶名稱 COSCO BUSAN	How Propelled 推進裝置 MAN B&W 10K98MC-C
Gross tonnage 總噸位 65,131 tons	Register/Net tonnage 註冊/淨噸位 34,078 tons	Total Engine(s) Power (kw) 主機總功率(千瓦) 57,100 kw
Length (metre) 長度(米) 274.67 m	Breadth (metre) 寬度(米) 40.00 m	Moulded depth (metre) 型深(米) 24.20 m

and as described in more detail in the Certificate of Survey/Register of ships 以及在驗船證明書/船舶註冊紀錄冊內更詳盡的記述

Transferor(s) 移轉人	Full Name(s) 名稱全寫	Address(es) 地址
I/We, the transferor(s) 本人/我們為移轉人,	CONTI 1. Container Schiffahrts-GmbH & Co. KG MS "CONTI CAIRO"	Paul-Wassermann-Str. 5, 81829 München, Germany

in consideration of the sum of  
因應以下承轉人繳付金額

US \$ 1.00 and other good and valuable consideration

paid to me/us by  
給本人/我們,

Transferee(s) 承轉人	Full Name(s) 名稱全寫	Address(es) 地址	Occupation(s) 職業 (applicable to individual only) (祇適用於個別人士)
the transferees(s) (Add "as joint owner" if this is the case) 承轉人 (如果是“聯名船東”, 請加以註明)	Regal Stone Limited	Room 1603 MassMutual Tower, 38 Gloucester Road, Wanchai, Hong Kong, P.R. of China	Corporation

The receipt of which is acknowledged, TRANSFER

100/100 shares

\*shares/parts/percentage in the above ship and in her boats and appurtenances to the transferee(s).

在認收該筆款項後, 現將上述船舶及其救生艇與輔助設備

\* 分額/部分/百分比的權益移轉予承轉人。

Further, we the said transferor(s) for ourselves and our heirs or successors covenant with the said transferee(s) and their assigns, that we have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances, charges, liens, mortgages, and any other debts or claims whatsoever.

同時, 本人/我們(即上述移轉人)代表本人/我們及本人/我們的繼承人與上述承轉人及其受讓人立下契約, 本人/我們有權以上述方式移轉上述產業, 而該產業並無產權負擔。

(If any subsisting encumbrances insert "save as appears by the registry of the said ship")

(如該船舶仍有產權負擔, 請加入“除上述船舶註冊紀錄內另有顯示的產權負擔外”)

- 2 -

For completion by individual who is SOLE OWNER or individuals who are JOINT OWNERS

屬唯一船東或聯名船東的個別人士，請填寫這部分

In witness whereof I/we have hereunto subscribed my/our names and affixed my/our seal on \_\_\_\_\_  
 本人/我們謹於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日在此簽署並蓋上本人/我們的印章。

Executed by the above named transferor(s) in the presence of :-  
 上述移轉人在以下見證人面前簽立

SEAL  
印章

Signature of witness

見證人簽署

Full name

姓名全寫

Address

地址

Occupation

職業

Signature of transferor

移轉人簽署

Signature of transferor

移轉人簽署

For completion by BODY CORPORATE

屬法人團體者，請填寫這部分

In witness whereof we have executed this Bill of Sale on the 15<sup>th</sup> day of October 2007.  
 SIGNED, SEALED and DELIVERED  
 for and on behalf of CONTI 1. Container Schiffahrts-GmbH & Co. KG MS "CONTI C"  
 by its Attorney-in-Fact, Mr. Josef Sedlmeyr,  
 pursuant to a Power of Attorney dated the 15<sup>th</sup> day of October 2007,  
 in the presence of:

SEAL  
印章

Walter Singer, Notary Public

我們謹於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日在以下見證人面前蓋上本法團的印章。

Signature of witness  
見證人簽署

Status  
身分

Josef Sedlmeyr, Attorney-in-Fact

(director, secretary etc. according to the company's articles)

(董事、秘書等，按公司組織細則而定)

Signature of witness  
見證人簽署

Status  
身分

(director, secretary etc. according to the company's articles)

(董事、秘書等，按公司組織細則而定)



Form No. RS/T1



## TRANSCRIPT OF REGISTER

## 船舶註冊紀錄冊抄本

## PARTICULARS OF SHIP 船舶資料

**Name of Ship** COSCO BUSAN  
船名

**IMO No.** 9231743  
國際海事組織編號

**Port of Registry** HONG KONG  
註冊港 香港

**Call Sign** VRD16  
呼號

**Official No.** HK-2012  
註冊編號

**Date of Registry** 30-OCT-2007  
註冊日期

**Type of Ship** CONTAINER  
船舶類型

**Material of Hull** STEEL  
船體材料

**Date Keel Laid** 25 JUNE 2001  
龍骨安放日期

**Name and Address of Builder** HYUNDAI HEAVY IND. CO., LTD.  
造船廠名稱、地址 1, CHEONHA-DONG, DONG-GU, ULSAN 682-792, REP. OF KOREA.

**Length** 265.060 metres  
長度

**Breadth** 40.000 metres  
寬度

**Moulded Depth** 20.160 metres  
型深

**Gross Tonnage** 65,131 tons  
總噸位

**Net Tonnage** 34,078 tons  
淨噸位

**Main Engine Type** DIESEL  
主機種類

**Engine Make and Model** HYUNDAI 10 K 98MC-C  
主機名稱、型號

**No. of Sets of Engine** 1  
主機台數

**Total Engine Power** 57100 KW  
主機總功率

**How Propelled** PROPELLER  
推進裝置

**No. of Shafts** 1  
軸數



Form No. RS/T1

## TRANSCRIPT OF REGISTER

## 船舶註冊紀錄冊抄本

## PARTICULARS OF OWNER(S) / REPRESENTATIVE PERSON 船東 / 代表人資料

Total Interest in the Ship 船舶權益總額 : 100 Percentage

Name of Representative Person and Address  
代表人姓名 / 名稱及地址FLEET MANAGEMENT LIMITED  
RM. 1603, 16/F, MASSMUTUAL TOWER,  
38 GLOUCESTER ROAD,  
HONG KONG.Name, Address, and Description of Owners  
船東姓名 / 名稱、地址等資料

Percentage of Interest Held 權益百分比數目

REGAL STONE LIMITED  
RM. 1603, 16/F, MASSMUTUAL TOWER,  
38 GLOUCESTER ROAD,  
HONG KONG.

100.00

Place of Incorporation/Registration 公司成立/註冊地點 : HONG KONG

## DETAILS OF MORTGAGE 抵押資料

Mortgage Code 抵押編碼: A

Property of Ship Affected 所涉及船舶財產權: 100 Percentage

Name of Mortgagor

抵押人姓名/名稱

REGAL STONE LIMITED

Place of Incorporation/Registration  
公司成立/註冊地點

HONG KONG

Name and Address of Mortgagee

抵押權人姓名/名稱、地址

CITIBANK, N.A.  
CITICORP CENTRE, 33 CANADA SQUARE,  
CANARY WHARF,  
LONDON E14 5LB.

Tel. No.

電話號碼

Fax No.

傳真號碼

Telex No.

電傳號碼

44(0) 20 7500 5877



Form No. RS/T1

# TRANSCRIPT OF REGISTER

## 船舶註冊紀錄冊抄本

### DETAILS OF MORTGAGE 抵押資料

#### Date & Hour of Registry

註冊日期、時間

24-OCT-2007 19:05

#### Nature of Transaction

抵押細節

MORTGAGE "A" DATED 24 OCTOBER 2007 TO SECURE OBLIGATION(S) PURSUANT TO: (1) LOAN AGREEMENT DATED 25 SEPTEMBER 2007; (2) MASTER AGREEMENT DATED 25 SEPTEMBER 2007 BETWEEN (1) THE MORTGAGEE, AS PARTY A AND (2) VIVID MIND LIMITED, CHARMING ENERGETIC LIMITED, DYNAMIC CONTINENTAL LIMITED, PERPETUAL JOY LIMITED AND THE MORTGAGOR, AS PARTY B; (3) MASTER AGREEMENT DATED 25 SEPTEMBER 2007 BETWEEN (1) BANK OF SCOTLAND PLC, AS PARTY A, AND (2) VIVID MIND LIMITED, CHARMING ENERGETIC LIMITED, DYNAMIC CONTINENTAL LIMITED, PERPETUAL JOY LIMITED AND THE MORTGAGOR, AS PARTY B; (4) DEED OF COVENANT DATED 24 OCTOBER 2007; (5) AGENCY AND TRUST DEED DATED 25 SEPTEMBER 2007; (6) MASTER AGREEMENT SECURITY DEED DATED 25 SEPTEMBER 2007; (7) ACCOUNT SECURITY DEED DATED 25 SEPTEMBER 2007; (8) NAUTILUS GUARANTEE DATED 25 SEPTEMBER 2007; (9) SHARE PLEDGES DATED 25 SEPTEMBER 2007; (10) THE OTHER FINANCE DOCUMENTS AS DEFINED AND REFERRED TO IN CLAUSE 1.1 OF THE LOAN AGREEMENT MENTIONED ABOVE TO WHICH THE MORTGAGOR IS OR WILL BE A PARTY.

I hereby certify that the foregoing printed particulars are a true extract from the Register now in my charge, showing the descriptive particulars, registered ownership and details of mortgage of this vessel "COSCO BUSAN" - Official Number HK-2012, as at 30th October 2007.

茲證明上文所印資料為本人主管的船舶註冊紀錄冊的真確摘錄，以示截至 2007 年 10 月 30 日為止，本船的一般資料、註冊所有權，以及抵押資料。

This Transcript of Register was issued on 29th February 2008 at 14:52.

本船舶註冊紀錄冊抄本發出日期、時間為 2008 年 2 月 29 日 14 時 52 分。

  
WU Kwong Shing (Assistant Registrar)  
Registrar of Ships 船舶註冊官

**SHIP MANAGEMENT AGREEMENT**

**between**

**CONTI 1. Container Schiffahrts-GmbH & Co. KG**

**MS "CONTI CAIRO"**

**- hereinafter referred to as "the Shipping Company" -**

**and**

**NSB Niederelbe Schiffahrtsgesellschaft mbH & Co. KG, Buxtehude**

**- hereinafter referred to as "the Ship Manager" -**

---

The following ship management agreement has been concluded between the above parties:

**§1**

Following handover to the Shipping Company, the Ship Manager shall be appointed contract carrier for the motor vessel MS "CONTI CAIRO"

Construction no. 1381

belonging to the Hyundai Corporation, Seoul, South Korea and Hyundai Heavy Industries Co. Ltd., Ulsan, South Korea.

**REDACTED**

REDACTED

§ 8

REDACTED

2. Termination of the ship management agreement shall not exclude the possibility of terminating the ship management agreement for good cause.
3. This agreement must be terminated in writing.
4. This agreement shall end with the sale or total loss of the vessel.

§9

1. In the event that individual provisions in this agreement become null and void or ineffective, this shall not affect the legal validity of the remainder of the agreement. The null and void or ineffective provisions shall be reinterpreted so as to achieve the original economic purpose intended.

Putzbrunn/Buxtehude, 6/25/2001

[signature]

CONTI 1. Container Schiffahrts-GmbH & Co. KG  
MS "CONTI CAIRO"

[signature]

NSB Niederelbe Schiffahrtsgesellschaft  
mbH & Co. KG

**BEREEDERUNGSVERTRAG**

zwischen der

**CONTI 1. Container Schiffsahrts-GmbH & Co. KG**  
**MS "CONTI CAIRO"**  
- nachstehend Reederei genannt -

und der

**NSB Niederelbe Schiffahrtsgesellschaft mbH & Co. KG, Buxtehude**  
- nachstehend Bereederer genannt -

wird folgender Bereederungsvertrag geschlossen:

**§ 1**

Der Bereederer wird ab Ablieferung an die Reederei zum Vertragsreeder für das Motorschiff  
MS " CONTI CAIRO"

Bau-Nr. 1381

der Hyundai Corporation, Seoul, Südkorea, und der Hyundai Heavy Industries Co. Ltd., Ulsan,  
Südkorea, bestellt.

**REDACTED**



REDACTED

§ 8

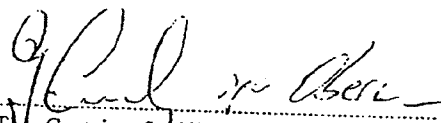
REDACTED


2. Eine Kündigung des Bereederungsvertrages aus wichtigem Grunde wird hierdurch nicht ausgeschlossen.
3. Jede Kündigung bedarf der schriftlichen Form.
4. Dieser Vertrag endet mit Verkauf oder Totalverlust des Schiffes.

§ 9

1. Sollten einzelne Bestimmungen dieses Vertrages nichtig sein oder unwirksam werden, so soll dies die Rechtswirksamkeit des übrigen Vertragsinhaltes nicht berühren. Die nichtigen oder unwirksamen Bestimmungen sind so umzudeuten, dass der mit ihnen beabsichtigte wirtschaftliche Zweck erreicht wird.

Putzbrunn/Buxtehude, den 25.06.2001

  
CONTI Container Schiffahrts-GmbH & Co. KG  
MS "CONTI CAIRO"

  
NSB Niederelbe Schiffahrts-  
gesellschaft mbH & Co. KG



TRANSPERFECT

ALBANY

AMSTERDAM

ATLANTA

AUSTIN

BARCELONA

BOSTON

BRUSSELS

CHARLOTTE

CHICAGO

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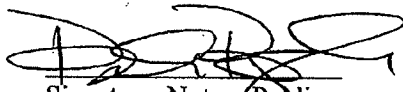
WASHINGTON, DC

City of New York, State of New York, County of New York

I, Katharine Perekslis, hereby certify that the document "Ship Management Agreement" is, to the best of my knowledge "and belief, a true and accurate translation from German into English.

  
Katharine L. Perekslis

Sworn to before me this  
3<sup>rd</sup> day of March, 2008

  
Signature, Notary Public

**Pamela Boyle**  
Notary Public, State of New York  
No. 01BO6181278  
Qualified in NEW YORK County  
Commission Expires Jan 28, 2010

Stamp, Notary Public

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**FACSIMILE****DATE:** March 5, 2008

**To:** William M. Audet, Esq. *and*  
 Michael McShane, Esq.

**Firm:** Audet & Partners, LLP**Fax:** (415) 568-2556**Main No.:** (415) 982-1776**E-mail:** waudet@audetlaw.com**From:** Julie L. Taylor, Esq.

**Re:** Chelsea, LLC, et al. v. Regal Stone, Ltd., et al.  
 USDC Case No. C-07-5800-SC

**Our File No.:** 2418-230**Your File No.:****NUMBER OF PAGES INCLUDING THIS SHEET:**

17

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MESSAGE.

**EXHIBIT “2”**

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 \* REGISTERED FOREIGN LAWYER WITH THE LAW SOCIETY  
 OF HONG KONG & ADMITTED IN NEW YORK  
 † SOLICITOR ADMITTED IN ENGLAND, WALES AND  
 NORTHERN IRELAND  
 ALL OTHERS ADMITTED IN CALIFORNIA

OF COUNSEL  
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 RICHARD A. APFELBAUM  
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 RICHARD L. LANDES  
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 FRANCES L. KEELER

Via Facsimile - 415-568-2556 and  
U.S. Mail

William M. Audet, Esq.  
 Michael McShane, Esq.  
 Audet & Partners, LLP  
 221 Main Street, Suite 1460  
 San Francisco, CA 94105

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
 Our File No.: 2418-229

Dear Messrs. Audet and McShane:

As you know, we represent Regal Stone Limited in the above referenced matter. We are writing once again to formally request that you dismiss Conti Cairo KG ("Conti Cairo") and NSB Neiderelbe ("NSB") from this action. Conti Cairo, former owners, and NSB, former managers, did not own or operate the COSCO BUSAN at the time of the oil spill on November 7, 2007, and therefore are not proper parties to this action.

We have previously provided you with documents showing that neither Conti Cairo or NSB owned or managed the COSCO BUSAN at the time of the oil spill. Enclosed you will find declarations signed by the president of NSB and the Managing Directors of Conti Cairo which state under penalty of perjury that Conti Cairo sold the vessel on October 24, 2007. As of this date, Conti Cairo and NSB's obligations as former owners and managers of the vessel terminated. Furthermore, on the date of the sale, insurance coverage obtained for the benefit of Conti Cairo and NSB was cancelled. After that date, it was the responsibility of the vessel's new owners to obtain insurance coverage.

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William M. Audet, Esq.  
Michael McShane, Esq.  
April 7, 2008  
Page 2

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
Our File No.: 2418-229

In addition, we have enclosed documentation evidencing the cancellation of insurance coverage obtained for the benefit of Conti Cairo and NSB.

1. Certificate of Entry showing original insurance period as February 20, 2007 – February 20, 2008;
2. Vessel Addendum amending the end of the insurance period from February 20, 2008 to October 24, 2007 (the date of the sale).

We trust that in light of these documents, as well as documents previously provided, you will agree to voluntarily dismiss Conti Cairo and NSB from this action. Please inform us whether you intend to do so. As you know, Conti Cairo and NSB are prepared to take the steps necessary to file a Motion to Dismiss and seek Rule 11 sanctions if you continue to refuse to voluntarily dismiss them.

If you would like to discuss this matter further, please do not hesitate to call the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Anne Moriarty". The signature is written in a cursive, flowing style.

Anne Moriarty  
[annie.moriarty@kyl.com](mailto:annie.moriarty@kyl.com)

AMM:amm (KYL\_SF461294)



SVENSKA ANFÄRTSG  
ASSURANS FÖRENING  
**The Swedish Club**  
(Est. 1877)

## CERTIFICATE OF ENTRY

### Protection & Indemnity Insurance

Risk Ref. No.: 2007PI0081 - 9231743

Legal Assured: NSB Niederelbe As managers  
Schiffahrtsgesellschaft mbH  
& Co. KG

Vessel: COSCO BUSAN  
IMO No: 9231743  
GT: 65,131  
Built: 2001

Period of Insurance: From 20-Feb-2007, 1200 GMT (0) until 20-Feb-2008, 1200 GMT (0)

### Main Conditions

This is to certify that above-named Assured is a Member of The Swedish Club and that the vessel stated above is entered with The Swedish Club for Protection & Indemnity Insurance on full cover as per current Rules for Protection & Indemnity. The limit of liability for Oil Pollution is USD 1,000,000,000. In respect of P&I Excess War Risk Cover the limit is USD 500,000,000 and in respect of certain war and terrorist risk the liabilities arising from Bio-Chem etc, the limit is USD 30,000,000.

Subject always to the Rules of the Association and the terms of entry for the Assured, the following is included in the cover:

Liability for pollution (caused by a spillage of oil or any hazardous and noxious substances) (Rule 6)

Wreck Removal liability (Rule 7 section 5)

In respect of the risks insured hereunder, to the extent the Member is insured for pollution risks under any other Insurance, cover hereunder shall be null, void and of no effect, up to the limits of said other insurance. Above the limits of said other insurance, cover under this insurance shall remain in effect, subject always to the limits herein which are applicable to such risks, to any deductible(s), and to the other terms, conditions and Club Rules. In the event the limits available under such other insurance are the same

1

SVERIGES ÅNGFARTYGS

ASSURANS FÖRENING

# The Swedish Club

EST. 1877

as or greater than the limits available for pollution losses under this insurance, then this insurance shall be null, void and of no effect with regard to such claims. In the event the limits of said other insurance are less than the limits available hereunder, this insurance shall respond up to the limits set forth herein for pollution losses, but only for the amount by which any such losses exceed the stated limits of such other insurance, and then only up to the limits set forth herein for pollution losses. This insurance shall respond only in excess of the stated limits of the other insurance, whether or not the full amount of such other policy limits, or any amount at all, is recoverable thereunder.

Notwithstanding the Terms of Rule (11:6), this insurance will not provide any recovery in respect of liabilities insured under any other insurance, or provide pro rated or allocated cover, on the basis of double insurance or otherwise, except as set forth above; nor will this insurance replace any other insurance where (for whatever reason) that other insurance does not or is not able to respond to a claim thereunder.

This certificate of entry is evidence only of the contract of indemnity insurance between the above named Member(s) and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

In the event that a Member tenders this certificate as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

*Göteborg, 12-Feb-2007*

**Sveriges Ångfartygs Assurans Förening**  
**The Swedish Club**

*Harald Lund*

SVERIGES ÅNGFARTYGS

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## The Swedish Club

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Attachment to Risk Ref. No: 2007PI0081 - 9231743

Vessel: COSCO BUSAN

Deductibles	USD	5,000	Cargo liability
	USD	2,500	Crew liability
	USD	5,000	Other P&I risks

The deductible for cargo liability is for each single voyage, all other deductibles applicable on each accident or occurrence, unless otherwise stated.

The deductible for cargo liability to be increased by 100% for liability in respect of damage to cargo caused by leaking hatches and/or hull. This deductible is also applied in respect of liability to passenger's belongings and/or luggage.

Trading: World wide

Joint Member(s): Conti 1. Container As owners  
 Schiffahrts- GmbH & Co. KG  
 MS "CONTI CAIRO"

Co-Assured(s): Columbia Shipmanagement  
 Ltd.

The interest of the following Mortgagee(s) / Assignee(s) is noted:

Mortgagee(s): HSH Nordbank AG  
 Deutsche Schiffsbank  
 Commerzbank AG, Filiale  
 Hamburg

**Special Conditions**

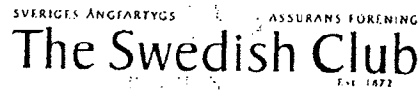
Rule 3, section 1(b) - excluded insofar as this liability is covered by social security schemes or additional insurance is arranged by the Member or his Agents. (Relates to crew illness etc.)

Rule 3, section 2, first paragraph - excluded insofar as this liability is covered by social security schemes or additional insurance is arranged by the Member or his Agents. (Relates to crew wages etc.)

Rule 4, section 2, first paragraph - excluded (relates to through transport)

Rule 7, section 2(a) - excluded but excess collision liability covered. (Relates to 1/4ths collision liability)

Rule 7, section 3, first paragraph - excluded but excess liability covered. (Relates to liability for fixed and floating objects.)



## Vessel Addendum

Risk Ref No: 2007PI0081  
Client: NSB Niederelbe Schifffahrtsgesellschaft mbH & Co. KG  
Sub Class: Protection & Indemnity Insurance  
Insurance Period: 20-Feb-2007 - 19-Feb-2008

Vessel	IMO	Description	Type	New Value	Effective From
COSCO BUSAN	9231743	Period To	Amendment	24 Oct 2007	20-Feb-2007

Göteborg, 30-Oct-2007

**Sveriges Ångfartygs Assurans Förening**  
**The Swedish Club**

*J. Malmros*

1 JOHN D. GIFFIN, CASB NO. 89608  
 2 john.giffin@kyl.com  
 3 JULIE L. TAYLOR, CASB NO. 154341  
 4 julie.taylor@kyl.com  
 5 KEESAL, YOUNG & LOGAN  
 6 A Professional Corporation  
 7 Four Embarcadero Center  
 8 Suite 1500  
 9 San Francisco, California 94111  
 10 Telephone: (415) 398-6000  
 11 Facsimile: (415) 981-0136

12 Attorneys for:  
 13 REGAL STONE, LTD., *in personam*, M/V COSCO BUSAN, *in rem*

14 UNITED STATES DISTRICT COURT  
 15  
 16 NORTHERN DISTRICT CALIFORNIA  
 17

18 CHELSEA, LLC, MARK RUSSO, ALLEN )  
 19 LORETZ, and IVAN SIMPSON, )  
 20 individually and on behalf of all others )  
 21 similarly situated, )

Case No. C 07 05800 (SC)

DECLARATION OF JOSEF  
 SEDLMEYR

22 Plaintiffs,

23 vs.

24 REGAL STONE, LTD., HANJIN )  
 25 SHIPPING, CO., LTD., CONTI CAIRO )  
 26 KG, NSB NEIDERELBE, SYNERGY )  
 27 MARITIME, LTD., *IN PERSONAM*, M/V )  
 28 COSCO BUSAN, their engines, tackle, )  
 equipment, appurtenances, freights, and )  
 cargo *IN REM*, )

Defendant.

I, Josef Sedlmeyr, declare as follows:

1. I am one of the two Managing Directors of the Conti 1. Container  
 Schifffahrts-GmbH & Co. KG ("Conti Cairo"). I have personal knowledge of the matters

- 1 -

DECLARATION OF JOSEF SEDLMEYR - Case No. C 07 05800 (SC)

KYL\_SF460983



JOHN D. GIFFIN, CASB NO. 89608  
john.giffin@kyl.com  
JULIE L. TAYLOR, CASB NO. 154341  
julie.taylor@kyl.com  
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Attorneys for:

REGAL STONE, LTD., *in personam*, M/V COSCO BUSAN, *in rem*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT CALIFORNIA

CHELSEA, LLC, MARK RUSSO, ALLEN  
LORETZ, and IVAN SIMPSON,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

REGAL STONE, LTD., HANJIN  
SHIPPING, CO., LTD., CONTI CAIRO  
KG, NSB NEIDERELBE, SYNERGY  
MARITIME, LTD., *IN PERSONAM*, M/V  
COSCO BUSAN, their engines, tackle,  
equipment, appurtenances, freights, and  
cargo *IN REM*,

Defendant.

Case No. C 07 05800 (SC)

DECLARATION OF HELMUT  
PONATH

I, Helmut Ponath, declare as follows:

1. I am the president of NSB Niederelbe Schiffahrtsgesellschaft mbH &  
Co., KG, Buxtehude ("NSB"). I have personal knowledge of the matters set forth in this

1 Declaration, and if called to testify, I could and would competently testify to those  
2 matters.

3           2.     On June 25, 2001, NSB entered into a "Ship Management  
4 Agreement" with Conti Cairo KG ("Conti Cairo"). Under this agreement, NSB agreed to  
5 manage the COSCO BUSAN (formerly named the MV CONTI CAIRO). As Ship  
6 Manager, NSB's duties included operating, manning, servicing and inspecting the  
7 vessel.

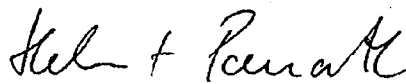
8           3.     Conti Cairo purchased the COSCO BUSAN on December 27, 2001.

9           4.     On October 24, 2007, Conti Cairo sold the COSCO BUSAN to Regal  
10 Stone, Ltd.

11           5.     NSB's obligations as the COSCO BUSAN's manager terminated with  
12 Conti Cairo's sale of the vessel. As of October 24, 2007, NSB was no longer manager of  
13 the COSCO BUSAN and had no relationship to the vessel.

14           6.     Upon the sale of the COSCO BUSAN on October 24, 2007, insurance  
15 coverage obtained for the benefit of Conti Cairo and NSB was cancelled. After that date,  
16 the responsibility to place insurance for the benefit of the vessel's owners and managers  
17 became the responsibility of the vessel's new owners. Neither Conti Cairo nor NSB had  
18 any further responsibility concerning insurance coverage for the vessel.

19  
20  
21           Executed this 21 day of April 2008, in Buxtehude, Germany. I declare under  
22 penalty of perjury under the laws of the United States of America and the State of  
23 California that the foregoing is true and correct.

24  
25           

26           Helmut Ponath



JOHN D. GIFFIN, CASB NO. 89608  
john.giffin@kyl.com  
JULIE L. TAYLOR, CASB NO. 154341  
julie.taylor@kyl.com  
KEESAL, YOUNG & LOGAN  
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Attorneys for:

REGAL STONE, LTD., *in personam*, M/V COSCO BUSAN, *in rem*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT CALIFORNIA

CHELSEA, LLC, MARK RUSSO, ALLEN LORETZ, and IVAN SIMPSON,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

REGAL STONE, LTD., HANJIN  
SHIPPING, CO., LTD., CONTI CAIRO  
KG, NSB NEIDERELBE, SYNERGY  
MARITIME, LTD., *IN PERSONAM*, M/V  
COSCO BUSAN, their engines, tackle,  
equipment, appurtenances, freights, and  
cargo *IN REM*,

Defendant.

Case No. C 07 05800 (SC)

DECLARATION OF CHRISTOPH  
WIZIGMANN

I, Christoph Wizigmann, declare as follows:

1. I am one of the two Managing Directors of the Conti 1. Container  
Schiffahrts-GmbH & Co. KG ("Conti Cairo"). I have personal knowledge of the matters

- 1 -

KYL\_SF461100

DECLARATION OF CHRISTOPH WIZIGMANN - Case No. C 07 05800 (SC)

1 set forth in this Declaration, and if called to testify, I could and would competently  
2 testify to those matters.

3 2. On June 25, 2001, NSB entered into a "Ship Management  
4 Agreement" with Conti Cairo. Under this agreement, NSB agreed to manage the  
5 COSCO BUSAN (formerly named the MV CONTI CAIRO). As Ship Manager, NSB's  
6 duties included operating, manning, servicing and inspecting the vessel.

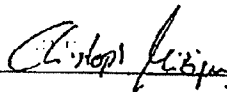
7 3. Conti Cairo purchased the COSCO BUSAN on December 27, 2001.

8 4. On October 24, 2007, Conti Cairo sold the COSCO BUSAN to Regal  
9 Stone, Ltd.

10 5. Conti Cairo's obligations as the owner of the COSCO BUSAN  
11 terminated with the sale of the vessel. As of October 24, 2007, Conti Cairo no longer  
12 owned the COSCO BUSAN and had no relationship to the vessel.

13 6. Upon the sale of the COSCO BUSAN on October 24, 2007, insurance  
14 coverage obtained for the benefit of Conti Cairo and NSB was cancelled. After that date,  
15 the responsibility to place insurance for the benefit of the vessel's owners and managers  
16 became the responsibility of the vessel's new owners. Neither Conti Cairo nor NSB had  
17 any further responsibility concerning insurance coverage for the vessel.

18  
19  
20 Executed this 1<sup>st</sup> day of April 2008, in Munich, Germany. I declare under  
21 penalty of perjury under the laws of the United States of America and the State of  
22 California that the foregoing is true and correct.

23  
24 

25 Christoph Wizigmann  
26  
27  
28

\*\*\*\*\*  
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**TO: William M. Audet, Esq.**  
**Michael McShane, Esq.**

**YOUR REF:**

**FAX: (415) 568-2556**

**FROM: Annie M. Moriarty, Esq.**

**OUR REF: 2418-229**

**No. of pages including this sheet: 13**

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**Re: COSCO BUSAN**

**EXHIBIT “3”**

## LAW OFFICES

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April 11, 2008

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NEAL SCOTT ROBB  
BEN SUTER  
ALBERT E. PEACOCK III  
CAMERON STOUT  
ROBERT J. STEMLER  
LISA M. BERTAIN  
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ELIZABETH F. BEAZLEY

JOSEPH A. WALSH II  
HERBERT H. RAY, JR.\*  
JODI S. COHEN  
PHILIP R. LEMPRIERE\*\*  
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OF COUNSEL  
ROBERT H. LOGAN  
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REAR ADMIRAL, U.S.C.G. (RET.)  
ELIZABETH A. KENDRICK  
RICHARD L. LANDES

SANDOR X. MAYUGA  
DAVID W. TAYLOR  
NANCY HARRISS\*  
FRANCES L. KEELER

\* ADMITTED IN ALASKA  
† ADMITTED IN WASHINGTON  
‡ ADMITTED IN WASHINGTON & CALIFORNIA  
§ ADMITTED IN ALASKA & CALIFORNIA  
± ADMITTED IN DISTRICT OF COLUMBIA & FLORIDA  
\* REGISTERED FOREIGN LAWYER WITH THE LAW SOCIETY  
OF HONG KONG & ADMITTED IN NEW YORK  
‡ SOLICITOR ADMITTED IN ENGLAND, WALES AND  
NORTHERN IRELAND  
ALL OTHERS ADMITTED IN CALIFORNIA

**Via Facsimile - 415-568-2556**  
**and U.S. Mail**

William M. Audet, Esq.  
Audet & Partners, LLP  
221 Main Street, Suite 1460  
San Francisco, CA 94105

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
USDC Case No. C-07-5800-SC  
Our File No.: 2418-229

Dear Mr. Audet:

We are writing to respond your letter, dated April 8, 2008, in which you indicated that you would discuss the issue of whether you would agree to voluntarily dismiss NSB Neiderlbe ("NSB") and Conti Cairo KG ("Conti Cairo") with your co-counsel.

You continue to mistakenly assert, without any supporting authority, that even though NSB and Conti Cairo did not own or manage the COSCO BUSAN at the time of the spill, they are not absolved from liability under maritime law. We are unaware of any legal basis, even theoretical, that would support such a contention under the instant circumstances. If you are aware of any supporting authority we ask that you immediately bring it to our attention.

You also appear to be concerned that because this is a class action we need to seek court approval even for a voluntary dismissal. It is our experience that obtaining court approval for a voluntary dismissal is not a difficult process. Furthermore, upon receiving documents (which we have previously provided to you) showing that NSB and Conti Cairo were not owners or managers of the COSCO BUSAN at the time of the spill, we are confident that the Court will readily approve the dismissal of these improper parties. Of course, NSB and Conti Cairo will fully

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(206) 822-3780  
FACSIMILE: (206) 343-9529

HONG KONG OFFICE  
1603 THE CENTRE MARK  
287 QUEEN'S ROAD CENTRAL  
HONG KONG  
(852) 2854-1718  
FACSIMILE: (852) 2541-6189

William M. Audet, Esq.  
April 11, 2008  
Page 2

Re: *Chelsea LLC, et al. v. Regal Stone, Ltd., et al.*  
USDC Case No. C-07-5800-SC  
Our File No.: 2418-229


cooperate in this process. As far as agreeing to a "class tolling agreement", we assume that you mean that should Plaintiffs voluntarily dismiss NSB and Conti Cairo they would do so without prejudice. We would appreciate clarification.

You have also previously relayed your concern that the United States Coast Guard was looking into NSB and Conti Cairo's involvement into the spill. In fact, on March 12, 2008, Conti Cairo received a letter from Commander P.D. Thorne, United States Coast Guard. In that letter, Commander Thorne stated that documents taken from the vessel indicated that Conti Cairo was the COSCO BUSAN's owner, operator, or managing operator. However, in a subsequent letter, dated April 1, 2008, Commander Thorne recognized that Conti Cairo was a *former* owner of the vessel and that he sent the previous letter to Conti Conti in error. He apologized for the confusion and updated the Coast Guard's files. We have enclosed these letters, with the sensitive portions redacted, and trust that they will provide you will further assurance that NSB and Conti Cairo should be dismissed from this lawsuit.

We intend to bring to the Court's attention at the upcoming Case Management Conference the fact that we have provided you with documentation and declarations proving that NSB and Conti Cairo are not proper parties to this lawsuit. We will also advise the Court that if Plaintiffs do not voluntarily dismiss NSB and Conti Cairo, Defendants will specially appear in order to file a Motion to Dismiss.

Please feel free to contact me if you would like to discuss these matters further.

Very truly yours,



Annie Moriarty  
anniemoriarty@kyl.com

AMM:amm (KYL\_SF461576)

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commandant  
United States Coast Guard

2100 Second Street, SW  
Washington, DC 20593-001  
Staff Symbol: CG-5432  
Phone: (202) 372-1251  
FAX: (202) 372-1917/1918  
E-Mail: hqs-pf-fldr-cg-543@uscg.mil

EINGEGANGEN

12. März 2008

16711/COSCO BUSAN

Erl.....

MAR 3 2008

Conti Cairo KG  
Harburger Strasse 47-51  
21614 Buxtehude  
Germany

Dear Sir/Madam:

On November 09, 2007, the COSCO BUSAN, 9231743, was subject to a Port State Control safety-related detention by the United States Coast Guard in the port of San Francisco, California. Information taken from the vessel's documents indicate that you are the vessel's owner, operator, or managing operator.

You may request reconsideration of a decision by the COTP directly to the official who issued the order. Please refer to Title 46, Code of Federal Regulations, Subpart 1.03 for more information. Furthermore, if you believe that you are not the detained vessel's owner, operator, manager and/or charterer, you should immediately provide documentation to substantiate your claim to the above address.

16711/ COSCO BUSAN

If you provide evidence that you are the owner, operator or managing operator of at least 25 vessels that visit U.S. ports, your company will not appear on the targeted Ship Management List unless you are associated with at least three detentions within 12 months. Please refer to the following web site for more information:

<http://homeport.uscg.mil/mycg/portal/ep/programView.do?channelId=18371programId=21428>

You may also visit our general website, which has information on U.S. PSC policies and procedures, including ISM Code enforcement and our risk-based boarding program as well as links to other regional MOU's on PSC and the International Maritime Organization (IMO):

<http://homeport.uscg.mil/mycg/portal/ep/browse.do?channelId=18371>

Sincerely,

  
P. D. THORNE

Commander, U.S. Coast Guard  
Chief, Foreign and Offshore Vessels Division  
By direction



U.S. Department of  
Homeland Security  
  
United States  
Coast Guard



Commandant  
United States Coast Guard

2100 Second Street, S.W.  
Washington, DC 20593-0001  
Staff Symbol: CG-5432  
Phone: (202) 372-1251  
Fax: (202) 372-1917  
Email: HQS-PF-fltr-CG-543@uscg.mil

16711/COSCO BUSAN

APR 1 - 2008

Contri Cairo KG  
Harburger Strasse 47-51  
21614 Buxtehude  
Germany

Dear Sir/Ma'am:

I reviewed the information regarding the Owner/Operators associated with the November 9, 2007 detention of the M/V COSCO BUSAN, IMO # 9231743, and have determined Contri Cairo was a previous registered owner of this vessel.

It has come to our attention that your company inadvertently received our letter. We apologize for any confusion this may have caused and have updated our files. Please inform us if our corrective actions are in error.

If you have any further questions about this matter, please call Lieutenant Commander Frances Fazio or myself at the above phone number.

Sincerely,

A handwritten signature in cursive script, appearing to read "P. D. Thorne".

P. D. THORNE  
Commander  
U.S. Coast Guard  
Chief, Foreign Vessel and Offshore Activities  
By direction

\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
 \*\*\*\*\*

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 FAX: (415) 981-0136

**FACSIMILE**  
**DATE: April 11, 2008**

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 FAX: (907) 279-4239

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 1603 THE CENTRE MARK  
 287 QUEEN'S ROAD CENTRAL  
 HONG KONG  
 (852) 2854-1718  
 FAX: (852) 2541-6189

**TO: William M. Audet, Esq.**

**YOUR REF:**

**FAX: (415) 568-2556**

**FROM: Annie Moriarty, Esq.**

**OUR REF: 2418-229**

**No. of pages including this sheet: 6**

If there is a problem receiving this transmission, please call (415) 398-6000.

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**RE: Chelsea LLC et. al. v. Regal Stone, Ltd. et. al.**  
**United States District Court, Northern District of California**  
**Case No. C 07 05800 (SC)**

**EXHIBIT “4”**

**Moriarty, Annie**

---

**From:** William Audet [WAudet@audetlaw.com]  
**Sent:** Tuesday, May 27, 2008 3:26 PM  
**To:** Moriarty, Annie  
**Cc:** Adel Nadji  
**Subject:** Emailing: Stipulation to Amend Complaint and [Proposed] Order 080522.doc

**Attachments:** Stipulation to Amend Complaint and [Proposed] Order 080522.doc



Stipulation to  
Amend Complaint...

<<Stipulation to Amend Complaint and [Proposed] Order 080522.doc>>

The message is ready to be sent with the following file or link  
attachments:

Stipulation to Amend Complaint and [Proposed] Order 080522.doc

Note: To protect against computer viruses, e-mail programs may prevent  
sending or receiving certain types of file attachments. Check your  
e-mail security settings to determine how attachments are handled.

Dear counsel:

This is just a draft of the stipulation. We may still need to at least  
have a letter agreement waiving costs, etc. but with the addition of  
Fleet, we can proceed without a tolling agreement at this point. I  
understand you wish to see complaint and we will send before the  
stipulation is filed, as you requested. We understand that Fleet will  
allow you to accept service, but let me know if I am mistaken.

audet

1 William M. Audet (waudet@audetlaw.com)  
Michael McShane (mmcshane@audetlaw.com)  
2 Adel A. Nadji (anadji@audetlaw.com)  
AUDET & PARTNERS, LLP  
3 221 Main Street, Suite 1460  
San Francisco CA 94105  
4 Telephone: 415.982.1776  
Facsimile: 415.568.2556  
5

6 *Attorneys for Plaintiffs and*  
*the Proposed Class*  
7  
8  
9

10 **UNITED STATES DISTRICT COURT FOR**  
11 **THE NORTHERN DISTRICT OF CALIFORNIA**

12 Chelsea, LLC, Mark Russo, Allen Loretz, and  
13 Ivan Simpson, individually and on  
behalf of all others similarly situated,  
14

15 Plaintiffs,

16 v.

17 Regal Stone, Ltd., Hanjin Shipping, Co., Ltd.,  
Conti Cairo KG, NSB Neiderelbe, Synergy  
Maritime, Ltd. *In Personam*; M/V Cosco  
18 Busan, their engines, tackle, equipment,  
appurtenances, freights, and cargo *In Rem*,  
19

20 Defendants.  
21  
22  
23  
24  
25  
26  
27  
28

Case No. C-07-5800-SC

**IN ADMIRALTY**

**STIPULATION TO AMEND  
COMPLAINT AND [PROPOSED]  
ORDER**

1 WHEREAS, Plaintiffs filed their class action Complaint in this matter on November 15,  
2 2007;

3 WHEREAS, Plaintiffs have been provided with updated information concerning the  
4 ownership of the M/V Cosco Busan and obtained additional information relating to the litigation;

5 WHEREAS, Plaintiffs intend to dismiss two defendants and add two additional  
6 defendants;

7 WHEREAS, Defendants have consented to Plaintiffs amending the Complaint;

8 THEREFORE, the parties stipulate to the filing of a first amended complaint, a copy of  
9 which is attached hereto as Exhibit 1.

10 SO STIPULATED,

11  
12 Dated: May \_\_\_, 2008

AUDET & PARTNERS, LLP

13  
14 \_\_\_\_\_  
15 William M. Audet  
16 Michael McShane  
17 Adel A. Nadji  
18 221 Main Street, Suite 1460  
19 San Francisco CA 94105  
20 Telephone: 415.568.2555  
21 Facsimile: 415.568.2556  
22 E-mail: waudet@audetlaw.com

23 *On Behalf of Plaintiffs and the*  
24 *Proposed Class*

25 Dated: May \_\_\_, 2008.

KEESAL, YOUNG & LOGAN

26 By: \_\_\_\_\_

27 John Giffin  
28 Julie Taylor  
Four Embarcadero Center  
Suite 1500  
San Francisco, CA 94111  
Telephone: 415.398.6000  
Facsimile: 415.981.0136

*Attorneys for Defendants  
Regal Stone, Ltd., M/V Cosco Busan, Conti  
Cairo KG, NSB Neiderelbe, Synergy  
Maritime, Ltd.*

Dated: May \_\_\_, 2008.

FLYNN, DELICH & WISE

By: \_\_\_\_\_

Erich Paul Wise  
One World Trade Center  
Suite 1800  
Long Beach, CA 90831-1800  
Telephone: 562.435.2626  
Facsimile: 562.437.7555

*Attorneys for Defendant  
Hanjin Shipping, Co., Ltd.*

And now, this Court, having considered the Stipulation to Amend the Amended  
Complaint in this action,

**IT IS SO ORDERED.** The Clerk of the Court shall file the attached First Amended  
Complaint.

Dated: \_\_\_\_\_

THE HONORABLE. SAMUEL CONTI  
SENIOR UNITED STATES DISTRICT  
COURT JUDGE

**EXHIBIT “5”**

---



**Moriarty, Annie**

---

**From:** Moriarty, Annie  
**Sent:** Wednesday, May 28, 2008 9:20 AM  
**To:** 'William Audet'  
**Cc:** Adel Nadji  
**Subject:** RE: Emailing: Stipulation to Amend Complaint and [Proposed] Order 080522.doc

Thank you. Once we receive the proposed amended complaint, we'll have a better idea if any edits are necessary. It should not take long for us to let you know about the edits.

---

**Annie Moriarty**  
**Keesal, Young & Logan**  
Four Embarcadero Center, Suite 1500 | San Francisco, CA 94111  
415.398.6000 (office) | 415.981.0136 (fax)  
[annie.moriarty@kyl.com](mailto:annie.moriarty@kyl.com) | [www.kyl.com](http://www.kyl.com)

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---

**From:** William Audet [<mailto:WAudet@audetlaw.com>]  
**Sent:** Wednesday, May 28, 2008 9:11 AM  
**To:** Moriarty, Annie  
**Cc:** Adel Nadji  
**Subject:** RE: Emailing: Stipulation to Amend Complaint and [Proposed] Order 080522.doc

As indicated in my email, we will send an amended complaint shortly and understand you wish to see it first. but, kindly let me know of any edits to stipulation.

William M. Audet, esq.  
Audet & Partners, LLP.  
221 Main Street, Suite 1460  
San Francisco, California 94105  
phone: 415.982.1776  
fax: 415.546.1776  
email: [waudet@audetlaw.com](mailto:waudet@audetlaw.com)  
web: [www.audetlaw.com](http://www.audetlaw.com)

---

**From:** Moriarty, Annie [<mailto:annie.moriarty@kyl.com>]  
**Sent:** Wed 5/28/2008 9:00 AM  
**To:** William Audet  
**Cc:** Adel Nadji  
**Subject:** RE: Emailing: Stipulation to Amend Complaint and [Proposed] Order 080522.doc

Thank you for your stipulation. However, we need to see a copy of your

6/24/2008

proposed amended complaint before we can agree to sign the stipulation.  
When do you expect to get us a copy of the proposed amended complaint?

.....  
.....  
Annie Moriarty  
Keesal, Young & Logan  
Four Embarcadero Center, Suite 1500 | San Francisco, CA 94111  
415.398.6000 (office) | 415.981.0136 (fax)  
annie.moriarty@kyl.com | www.kyl.com

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-----Original Message-----

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Dear counsel:

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audet

6/24/2008